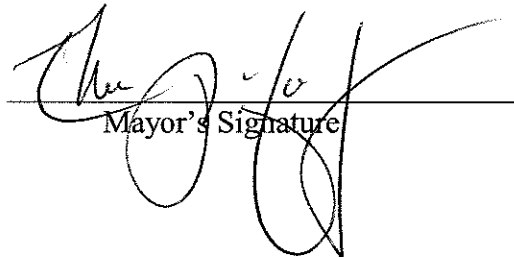


Council Communication

Department: Public Works Division: Building Case/Project No.	Ordinance No. <u>6000</u>	First Reading <u>May 12, 2008</u> Second Reading Third Reading
Subject/Title		
AN ORDINANCE to amend 2005 Municipal Code of Council Bluffs, Iowa, Title 13 entitled "Buildings and Construction" Chapter 13.10 which is entitled "Licensing of the Mechanical Trade", by amending parts of Section 13.10.070 entitled "Licensing – Generally" and also Section 13.10.080 entitled "Licensing – Fees" to be codified.		
Background/Discussion		
On April 21, 2008, the City was informed by the Iowa Department of Public Health that the Governor signed into law HF2390 which stated that local jurisdictions that issued licenses on July 1, 2008, are required to continue to issue license until June 30, 2009. On July 1, 2009, all local licensing programs become null and void.		
Amendments		
This ordinance is amending verbiage in Section 13.10.070 and Section 13.10.080		
Recommendation		
The Public Works Director and the Building Official recommend that the City Council favorably consider this proposed ordinance and pass it into law.		

Public Works Director's Signature

Building Official's Signature



Mayor's Signature

ORDINANCE No. 6000

AN ORDINANCE to amend 2005 Municipal Code of Council Bluffs, Iowa, Title 13 entitled “Buildings and Construction” Chapter 13.10 which is entitled “Licensing of the Mechanical Trade”, by amending parts of Section 13.10.070 entitled “Licensing – Generally” and also Section 13.10.080 entitled “Licensing – Fees” to be codified.

**BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:**

SECTION 1. AMENDMENT. That the 2005 edition of the Municipal Code of Council Bluffs, Iowa, Title 13 entitled “Buildings and Construction” Chapter 13.10 entitled “Licensing of the Mechanical Trade”, is hereby amending parts of Section 13.10.070 entitled “Licensing – Generally” which shall be codified and read as follows:

Section 13.10.070(b)

All Council Bluffs mechanical licenses shall expire annually on July 1st and may be renewed upon application of the licensee payment of fee to the City Treasurer. All Council Bluffs mechanical licenses shall expire on July 1, 2008 2009, at which time the City will be prohibited by the State from licensing the mechanical trade.

Section 13.10.070(c)

Any Licensee whose license has expired shall have the right to renew such license, without examination, on or before ~~the following July 1st~~ sixty calendar days after license expiration.

SECTION 2. AMENDMENT. That the 2005 edition of the Municipal Code of Council Bluffs, Iowa, Title 13 entitled “Buildings and Construction” Chapter 13.10 entitled “Licensing of the Mechanical Trade”, is hereby amending parts of Section 13.10.080 entitled “Licensing – Fees” which shall be codified and read as follows:

Section 13.10.080

Before a license shall be issued under this chapter, the applicant shall pay the ~~biennial~~ license fees as set forth in the current schedule of fees, adopted by the city council.

If an expired license is not renewed by the ~~following June 15th~~ license expiration date, there will be a penalty fee as found in Chapter 2.08 of this code in addition to the license fee.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed including Ordinance #5985.

Hereby, Municipal Code Chapter 13.10 entitled “Licensing of the Mechanical Trade” shall be repealed in its entirety on July 1, 2009.

SECTION 4. SEVERABILITY CLAUSE.

If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 5. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its final passage and publication on (- -2008) as by law provided.

PASSED

AND

APPROVED: _____, 2008

Thomas P. Hanafan, Mayor

Attest: _____
Judith H. Ridgeley, City Clerk

First Consideration: May 12, 2008

Public Hearing:

Second Consideration:

Third Consideration:

Council Communication

Department: Health – Solid Waste Division Case/Project No. Applicant: Donn Dierks	Ordinance No. <u>6001</u> Resolution No. <u> </u>	1 st Reading: <u>May 5, 2008</u>
Subject/Title		
Changes to Municipal Code - Chapter 4.12 – Solid Waste Collection and Disposal Changes to Municipal Code - Chapter 2.08.040 – Fees and charges under 4.12.110(a)(b) & (c)		
Background/Discussion		
<p>With the implementation of curbside recycling, there are changes to Chapter 4.12 of the Municipal Code that are needed. Moving from unlimited solid waste collection to a limited collection is the most dramatic change. New definitions of curbside recycling and recyclable materials were also added. Yard waste and recyclable collections were explained in detail.</p> <p>With the new city collection contractor starting on July 1st, there is a need to increase the garbage collection fee. The low income allowance was increased as was the low income fee. Since we are putting limitations on the amount of trash collected, a extra bag charge was also included.</p>		
Recommendation		
I would recommend that the Mayor and City Council approve the revisions to Chapter 4.12 and to the fee changes in 2.08.040.		

Department Head

Mayor Signature

713

Inter-Office Memo
City Of Council Bluffs
Department of Public Health

5/5/08

To: Mayor Hanafan

From: Donn Dierks – Director of Public Health

RE: Changes to Municipal Code – Chapter 4.12 – Solid Waste Collection and Disposal as and subsequent Schedule of Fees Ordinance Raising the Residential Solid Waste Collection and Disposal Fees from \$12.00/month to \$16.00/month.

With the implementation of curbside recycling Chapter 4.12 had to amended to include several changes in the way collection of solid waste will be conducted in Council Bluffs. The major change will put a limitation on the number of bags of refuse a residential customer can place at curbside.

With the approval of the new solid collection contract, current fees will not adequately cover the expenses incurred by the Solid Waste Enterprise Fund. The attached spreadsheet compares the expenses and revenues for the five year contractual period.

Consequently, I would recommend the changes to Chapter 4.12 be approved as well as current rate for residential solid waste collection service, disposal and other solid waste management programs be increased by \$4/month to a rate of \$192.00/year (\$16.00/month).

Concur: Thomas P. Hanafan – Mayor

ORDINANCE NO. 6001

AN ORDINANCE to amend Chapter 4.12 "Solid Waste Collection and Disposal" of the 2005 Municipal Code of Council Bluffs, Iowa, by repealing and reenacting Sections 4.12.010 "Definitions", 4.12.020 "Legislative findings", 4.12.040 "Storage of solid waste prohibited", 4.12.060 "Collection and disposal – Rules and regulations", and 4.12.110 "Collection fees – Residential",.

BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That Chapter 4.12 "Solid Waste Collection and Disposal" of the 2005

Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing and reenacting Section 4.12.010 "Definitions", to read as follows:

4.12.010 Definitions.

The following words and phrases when used in this chapter shall have the following meanings:

- (1) "Administrative authority" means the mayor or his/her designee.
- (2) "Bag" means a plastic or other sack designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty (30) pounds. Bags shall not have a capacity greater than thirty-three gallons.
- (3) "Bulk container" means a receptacle designed for the storage of a large quantity of solid waste, not exceeding nine cubic yards, and designed for automated collection by collection vehicles, and includes what is popularly referred to as a "dumpster."
- (4) "Bulky waste" means large household appliances; stoves, refrigerators, water heater tanks, washing machines, toilets, bathtubs, furniture, carpets and rugs, and other household waste materials bundled so as not to exceed sixty pounds or four feet in length, and two feet in diameter.
- (5) "Bundle" means trees, shrubs and brush trimmings, newspaper and magazines, or other non-household waste materials securely tied together forming an easily handled package not exceeding four feet in length, and two feet in diameter or sixty pounds in weight.
- (6) "Byproducts" means and includes:
 - (a) All material produced, developed or generated incidental to the operation of any business, which is not the principal object of production of such business, but which material, due to its nature, can be sold by the producer thereof at a price greater than the cost of hauling such material to the point of delivery;
 - (b) Material which, due to its nature, can be sold by the producer thereof, at the point of production, for a valuable consideration;
 - (c) Material that the owner or producer thereof can, due to its nature, have removed from his or her premises without cost to him;
 - (d) The following, but not limited to the following items: suet, tallow, bones, and meat

trimmings; leafy vegetable matter such as lettuce trimmings, cabbage trimmings, carrot tops, and corn husks; stale bread and pastry; fruit or vegetables no longer fit for human consumption; and

(e) Any material which the administrative authority determines to be byproducts.

(7) "City contract agent" means the person, firm, or corporation with which the city has contracted to collect the residential solid waste of its residential customers.

(8) "Commercial collection agent" means a person, firm, or corporation engaged in the business of collecting solid waste from one or more commercial establishments and/or residential premises for disposal.

(9) "Commercial establishment" means any hotel, motel, trailer court or park, restaurant, market, grocery store, hospital, church, school, country club, private club, store, business concern, farm operation, industrial plant, manufacturing facility, processing facility, service establishment, regardless whether operated for profit or not.

(10) "Construction debris" means waste building materials resulting from construction, remodeling, repair or demolition operation, including but not limited to wood, concrete, brick, glass, plaster, plasterboard, and roofing materials.

(11) "Container" means a receptacle with handles and with a capacity of greater than twenty (20) gallons but not more than thirty-two (32) gallons constructed of plastic, metal, or fiberglass and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed sixty pounds. Other containers agreeable to both city and contractor may be used.

(12) "Curbside" means that portion of right-of-way immediately adjacent to the curb or to the traveled portion in the case of a street, or immediately adjacent to the traveled portion in the case of a paved or approved alley.

(13) "Curbside recycling" means the weekly collection of recyclable materials at curbside by the City's contract agent.

~~(13)~~ (14) "Dead animals" means animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

~~(14)~~ (15) "Disabled" means any person who (by advanced age or otherwise) lacks competent power, strength, or physical or mental ability to move solid waste containers of the type specified in these specifications.

~~(15)~~ (16) "Disposal" means the process of removing solid waste from the point of generation and transporting it to an approved disposal site at which it is to be left for permanent keeping or destruction.

~~(16)~~ (17) "Disposal site" means a solid waste depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approval.

~~(17)~~ (18) "Firewood" means any wood cut into a length of not more than thirty (30) inches or a diameter of not more than eight inches and free of any paint, varnish, or other preservative.

~~(18)~~ (19) "Garbage" means every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation of, decay or decomposition of meats, including but not by way of limitation putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents; except in all cases any matter hereinafter included in the definition of "bulky waste," "construction debris," "dead animals," "hazardous waste," "rubbish," or "stable

matter."

~~(19)~~ (20) "Hazardous waste" means any chemical or compound or mixture thereof, substance, or article which, if improperly used, handled, transported, processed, or stored, may constitute a danger to health or may cause damage to property by reason of being explosive, flammable, poisonous, unstable, irritating or otherwise harmful.

(21) "Recyclable materials" means waste that is designated by the city as part of a special collection for processing for reuse, including but not limited to food container glass, aluminum, steel (tin) cans, #1 and #2 plastics, uncontaminated newspapers and glossy paper (magazines) and cardboard shall be considered uncontaminated if they have not been exposed to substances or conditions rendering them unusable for recycling.

~~(20)~~ (22) "Residential customer" means the owner or occupant of a residential premises, or of a condominium dwelling, who is required to place his or her residential solid waste for collection by the city.

~~(21)~~ (23) "Residential premises" means any single-family dwelling or any duplex or two family dwelling within the city as defined by Chapter 15.03 of this code.

~~(22)~~ (24) "Residential solid waste" means all garbage, rubbish and bulky waste generated by a residential customer at the residence or residential unit where such person normally resides.

~~(23)~~ (25) "Rubbish" means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, tires exclusive of metal rims and not exceeding three feet in diameter, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances and any and all other waste materials not included in the definitions of "bulky waste," "construction debris," "dead animals," "garbage," "hazardous waste," or "stable matter."

~~(24)~~ (26) "Rubble" means inorganic construction debris such as, but not limited to, the following items: brick, concrete, asphalt, stone, concrete block and clay tile.

~~(25)~~ (27) "Solid waste" means and includes bulky waste, construction debris, dead animals, garbage, hazardous wastes, and rubbish. "Solid waste" shall not include by products or rubble as defined herein.

~~(26)~~ (28) "Stable matter" means all manure and other waste matter normally accumulated in or about a stable, or in any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

~~(27)~~ (29) "Yard waste" shall include grass clippings, leaves, garden foliage, tree trimmings, hedge trimmings, flower trimmings, dead plants, weeds and sawdust.

SECTION 2. That Chapter 4.12 "Solid Waste Collection and Disposal" of the 2005

Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing

and reenacting Section 4.12.020 "Legislative findings", to read as follows:

4.12.020 Legislative findings.

The city council finds as follows:

(1) That an exclusive municipal system for the collection of all residential solid waste is

necessary for the preservation of the public health, welfare and safety;

(2) That the periodic collection of solid waste from all places in the city benefits all occupants of places and premises in the city;

(3) That fees are to be assessed for the collection of solid waste as set forth in Section 2.08.040 Schedule of fees. Unpaid fees which are one hundred twenty (120) days delinquent may be assessed against the premises where the solid waste is produced or generated, regardless of whether such persons place such solid waste for collection in the manner prescribed in this chapter and not accumulate or scatter such solid waste in order to avoid payment of the charges imposed by this chapter. An administrative assessment fee shall be imposed as set forth in the prevailing schedule of fees; and

(4) That ~~while there is some variation in the amount of solid waste produced at single-family or duplex residential locations. With the implementation of curbside recycling, such deviation does not justify the expense of measuring the limitations of quantities at such residential location; because the expense of measuring quantities at such residential location would be greater than the extra cost of hauling additional quantities of solid waste from a residential location in the city~~ By limiting the quantities produced, participation in the curbside recycling program will be enhanced.

SECTION 3. That Chapter 4.12 “Solid Waste Collection and Disposal” of the 2005

Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing

and reenacting Section 4.12.040 “Storage of solid waste prohibited”, to read as follows:

4.12.040 Storage of solid waste prohibited.

No person, firm or corporation owning, controlling or occupying any residential premises, commercial establishment, apartment or condominium shall permit the storage on such premises, or on other private or public property, of any garbage, rubbish, bulky waste, dead animals, stable matter, construction debris, hazardous waste, rubble, sewage effluent, byproducts, stagnant water, or any other substance that would constitute a hazard to health or property, with the following exceptions:

(1) The storage of firewood on residential premises for use by the owner/occupant thereof. Firewood needs to be neatly stacked and kept at least six (6) inches off the ground to prevent rodent harborage; and

(2) The storage of any material in connection with a business, wherein the storage of such material is customarily incidental to such business, provided such storage is not contrary to zoning ordinances pertaining to outdoor storage. For purposes of this section, "storage" means the keeping of any item on a premises for other than immediate use, sale or disposal.

SECTION 4. That Chapter 4.12 “Solid Waste Collection and Disposal” of the 2005

Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing

and reenacting Section 4.12.060 “Collection and disposal – Rules and regulations”, to read as follows:

4.12.060 Collection and disposal—Rules and regulations.

(a) Collection from Residential Customers at Residential Premises.

(1) Residential solid waste shall be placed for collection in bags or containers as herein defined, or shall be properly bundled. Bags and containers shall not exceed the size and weight specified in their respective definitions. Bags must be securely tied or sealed, and containers must have a firm-fitting lid in place to prevent spillage of solid waste therefrom.

(2) Residential customers shall place residential solid waste, with the exception of bulky wastes, as defined herein, for regular weekly collection by the city or the city’s contract agent. ~~An unlimited amount of residential solid waste may be placed~~ Residential customers shall be limited to the equivalent of three (3) – 32 gallon cans or bags or one (1) – ninety-five gallon poly cart for collection on any collection day by a residential customer, but such customer may only place for collection the residential solid waste actually generated by that resident at that residential premises. Residential customers shall be responsible for purchasing a sticker for each additional bag placed at curbside on a weekly basis that is over the collection limit totaling (96) ninety-six gallons of refuse. The fees are to be assessed for extra bags for the collection of solid waste as set forth in Section 2.08.040 ‘Schedule of Fees’.

(i) Residential customers shall place residential yard waste for regular weekly collection by the city or city’s contract agent. An unlimited amount of yard waste may be placed for collection on any collection day, for the months April through November, by a residential customer. Such customer may only place for collection the yard waste actually generated by the resident at the residential premises.

(ii) Separation of Yard Waste Required. All yard waste shall be separated by the residential customer from all other solid waste and either shall be: composted on the premises; placed in a two-ply kraft paper bag affixed with a Y sticker; placed in 32 gallon trash receptacle or 95 gallon city approved poly-cart; or branches tied with string and/or twine for collection by the city’s collection contractor.

(iii) Residential customers shall place recyclable material for regular weekly collection by the city or city’s contract agent. An unlimited amount of recyclable material may be placed for collection on any collection day by a residential customer. There will be alternating weeks for the collection of recyclable materials. Blue weeks are weeks that paper, cardboard and glass will be collected. Green weeks are weeks that plastic and metal cans will be collected. Each residential customer shall be given (2) two – 18 gallon containers for the storage of recyclable materials.

(3) Residential customers may place limited amounts of construction debris, as defined herein, for regular weekly garbage collection by the city or the city’s contract agent, provided that such material must be bundled in bundles not exceeding the size and weight set forth in the definition thereof. Concrete, brick and asphalt shingles shall not be collected.

(4) Each residential customer shall place bags, bundles or containers of residential solid waste for collection at curbside immediately in front of his/her residence. A residential customer whose residence is on the corner of two intersecting streets upon which the city or the city’s contract agent operates a residential collection route may, with the concurrence of the administrative

authority, designate which street they will place their residential solid waste for collection, regardless of the street address of such residence. Bags, bundles or containers must be placed within five feet of the curb on a paved street, or within five feet of the traveled portion on an unpaved street. In those instances where alley collection has been authorized by the administrative authority, bags, bundles or containers must be placed within five feet of the paved or traveled portion thereof. Where site conditions would make it unduly difficult for the residential customer to place bags, bundles, or containers within five feet of the curb or traveled way as specified, or where due to such conditions, the city or the city's contract agent cannot pick up bags, bundles or containers therefrom without undue difficulty, the administrative authority may approve an alternate site for collection. Both the residential customer and the city's contract agents shall thereafter be required to use said alternate site for the placement and collection of residential solid waste. When weather or street conditions prevent the collection of residential solid waste on any collection route or portion thereof on any particular regular collection day, the administrative authority may temporarily waive the placement and collection of such solid waste until the next regular collection day for that collection route. After collection has occurred, residential customers shall be required to remove empty containers from the right-of-way for storage until the next collection. Containers may not be stored in the right-of-way or in the front yard setback of any residential premises. Containers shall be stored in such a manner that water will not collect therein.

(5) Each residential customer shall be required to place all bags, bundles and containers of residential solid waste for collection between the hours of 7:00 p.m. on the day preceding collection and 7:00 a.m. on the day of collection for said residence. The collection day for a particular residence shall be determined by reference to the sector within which it is located. The city shall promulgate to each residential customer a schedule indicating in which sector his/her residence is located and indicating when collections will occur in each of the five sectors into which the city is divided for collection purposes.

(6) Bulky wastes, as defined herein, will be collected only upon prior arrangement made by the residential customer with the city's contract agent. Bulky waste collections from a residential customer's premises will be made once monthly on that customer's regular residential solid waste collection day. To arrange for collection of bulky waste items, the residential customer shall be required to contact the city's contract agent on or before the first day of the month for that month's collection. There shall be a limit of (2) two bulky waste collections per year per residential address. The placement of bulky waste items for collection shall, in all other respects, be subject to the same regulations as all other residential solid waste. The volume of material collected shall not exceed 4' x 8' x 4' on any given collection day.

(7) At residential premises or other residential units served by city solid waste collection service wherein a disabled person resides and wherein there is no able-bodied resident available to place solid waste containers, bags or bundles for collection at curbside, the city will arrange to collect such waste at the residence, provided such bags, bundles, or containers are clearly visible from the street at the time of collection. The determination of the administrative authority as to whether or not a person is disabled for purposes of this provision shall be binding upon such person. Such collections will be made on the regular residential collection day for the sector within which such resident is located and subject to all other collection rules and regulations.

(8) In the event that the administrative authority determines that a residential premises is not conveniently accessible for collection by the collection vehicles of either the city or its contract agent, the administrative authority may decline to provide residential collection service to such

residence. In that event, the owner or occupant of that residence shall be required to obtain solid waste collection services from a commercial collection agent.

(9) Provision, Waiver and Denial of City Collection Service. Where there is a mixed commercial and residential use located upon a parcel of property under single ownership and control, the administrative authority may either deny or waive the provision of city collection services to the residential portion thereof if it is determined that such mixed commercial and residential use can be conveniently serviced and will be continuously serviced by a commercial collection agent, or if it is determined that the city's collection services would likely be overburdened by attempting to provide collection services to that parcel. Where a church and its parsonage or rectory are located upon a single parcel of property, the city may provide, and the parsonage or rectory may utilize, city residential solid waste collection services. The administrative authority may agree to provide city collection services to both the church and the parsonage or rectory if it is determined that such collection services can be conveniently provided and will not overburden the city's collection services. The administrative authority may withdraw such service upon its determination that such service can no longer be conveniently provided or that the city's collection service would be overburdened by the continued provision of such service.

(10) Failure to place residential solid waste for collection in appropriate bags, bundles or containers, or in the required location, or at other than the required time on the collection day shall constitute a misdemeanor. However, residential solid waste which is not placed for collection in appropriate bags, bundles, or containers, or in the required location, or during the required time on the collection day, need not be collected by the city or the city's contract agent. In the event that residential solid waste is not collected for appropriate cause, the residential customer involved shall be required to immediately remove such solid waste from curbside and either dispose of it or securely and safely store it for collection on the next collection day. Failure to so remove and either dispose of or store residential solid waste shall constitute a misdemeanor.

(11) In the event that the residential solid waste which a residential customer places for collection spills from the bags, bundles or containers prior to its collection, the city's contract agent will not be required to collect same, and the residential customer shall be required to clean up and place said solid waste for collection on the next collection day. In the event that the city's contract agent spills residential solid waste while collecting or transporting same, such agent shall immediately inform the administrative authority thereof and immediately clean up said spill.

(b) Collection from the Premises of a Commercial Establishment, Apartment or Condominium.

(1) The person, firm or corporation owning or operating (A) a commercial establishment, (B) an apartment house or complex of three or more units which are not separate properties pursuant to a horizontal property regime, or (C) a condominium dwelling which is not served city solid waste collection service shall arrange for the weekly collection and disposal of all solid waste generated therein by either a licensed commercial collection agent or by the employees of such commercial establishment, apartment or condominium, provided that the hauling vehicle is covered by a tarp to prevent spillage and subject to the following rules and regulations.

(2) Each such commercial establishment, apartment or condominium shall place its solid waste for collection in containers or bulk containers as defined in this chapter. Such containers or bulk containers shall be provided either by the owners or operators of the commercial establishment, apartment or condominium, or by their commercial collection agent.

(3) Containers for solid waste from such a commercial establishment, apartment or condominium

may be placed for collection at curbside on the date of collection, provided that said collection day does not coincide with the city's residential collection day in that zone. After collection has occurred, all containers must be removed from the right-of-way. Containers may not be stored in the right-of-way or the front yard setback of a commercial establishment for purposes of collection or storage. The location for placement of containers and bulk containers for collection and storage purposes shall be determined by the commercial establishment and its solid waste collection agent, but shall be subject to the approval of the administrative authority. Containers and bulk containers must be stored and maintained in such a manner that water will not collect therein.

(4) Every person, firm or corporation owning, occupying or operating the premises of such a commercial premises, apartment or condominium, and each tenant or occupant of an individual unit in such apartment or condominium, shall cause all solid waste generated or accumulating therein to be collected and disposed of at least once each week, either by the employees of such commercial establishment, apartment or condominium or by a commercial collection agent, unless collection at a longer interval is authorized by the administrative authority, or unless weekly collection thereof is temporarily waived by the administrative authority due to weather or street conditions.

(5) Byproducts may be collected by someone other than a commercial collection agent, if the byproducts so collected are to be used in the manufacture of another product or in another legally permissible manner.

(6) In the event that a commercial collection agent, or any other person, firm or corporation engaged in the collection or transportation of solid waste, spills such solid waste while collecting or transporting same, such agent, person, firm or corporation shall immediately inform the administrative authority thereof and shall be required to immediately clean up such spill.

(7) All vehicles utilized by any person, firm, commercial collecting agent or corporation for the purpose of solid waste collection and/or transportation must be equipped with a box that is of metal construction or other impervious material, fully enclosed, and leak proof, with the following exception:

(i) The administrative authority may make exceptions to these rules and regulations when undue hardship would result from their literal application, and may also impose further conditions and requirements when necessary to protect the public health, welfare, safety and convenience. The administrative authority is further authorized to make, and from time to time, amend as the need arises, such rules not inconsistent with the provisions of this chapter as may be necessary, reasonable and proper, to effect the proper, expedient, economical and efficient collection and removal of solid waste by either the city or its contract agent, by a commercial establishment, or by a commercial collection agent.

SECTION 5. That Chapter 4.12 "Solid Waste Collection and Disposal" of the 2005

Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by repealing and reenacting Section 4.12.110 "Collection fees - Residential", to read as follows:

4.12.110 Collection fees--Residential.

(a) The standard residential collection and disposal fee shall be as provided in the prevailing schedule of fees, shall be billed semiannually, shall not be transferable to another property, and

shall not be refundable unless the account is terminated.

(b) A special residential collection and disposal fee is established at one-half the standard residential collection and disposal fee created by subsection (a) of this section. The special residential collection and disposal fee shall be payable annually in advance. Failure to timely pay the special fee as provided in this subsection shall forfeit eligibility for the special fee, and shall reinstate the standard fee established in subsection (a) of this section. A family unit or owner-occupant of residential premises may be eligible for the special fee if the applicant:

(1) Has a combined gross household income which does not exceed thirteen thousand six hundred ninety dollars (~~\$13,000.00~~ \$13,690.00) annually; and

(2) Has timely filed an application with the city of Council Bluffs, Iowa, reciting such facts and requesting the benefits of this provision; and

(3) Has waived any right to confidentiality relating to the information referenced in such application and authorizes or executes a limited power of attorney to the city of Council Bluffs, Iowa, to verify such information from the records of the Iowa Department of Revenue and/or Pottawattamie County social services department; and

(4) Has received notification by the city that such application has been approved by the mayor or his/her designee; and

(5) Submits payment of the annual fee on or before the first day of December following the July billing, effective with the July, ~~1994~~ 2008 billing.

(6) Entitlement to the special fee shall be on an annual basis coinciding with the city's fiscal year commencing July 1st of each calendar year through June 30th of the subsequent calendar year. Application for the fiscal year special fee entitlement must be received by the city on or before June 1st of the preceding fiscal year in order to be considered for approval. The form of application shall be approved by the mayor, and such forms shall be made available in city hall. This special fee shall be transferable and refundable.

(c) The administrative authority is authorized to make, and from time to time amend as the need arises, such rules not inconsistent with the provisions of this chapter as may be reasonable, necessary and proper to permit the equitable application of the collection fees in all circumstances. The administrative authority shall have the authority to make such adjustments to fees as are necessary and equitable.

SECTION 6. REPEALER. All ordinances or parts of ordinances in conflict with the

provisions of this ordinance are hereby repealed. These are: Ord. 5012 § 1, 1991, Ord. 5020 § 1, 1991, Ord. 4817 § 1, 1987, Ord. 5169 § 1, 1994, and Ord. 5158 § 1, 1994.

SECTION 7. SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for

any reason declared illegal or void, then the lawful provisions of this ordinance which are

severable from said unlawful provisions shall be and remain in full force and effect, the same as

if the ordinance contained no illegal or void provisions.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED
AND
APPROVED _____

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

First Consideration: May 12, 2008

Second Consideration: _____

Public Hearing: _____

Third Consideration: _____

Council Communication

Department: Health – Solid Waste Division Case/Project No. Applicant: Donn Dierks	Ordinance No. <u>6002</u> Resolution No. <u> </u>	1 st Reading: <u>May 5, 2008</u>
Subject/Title		
Changes to Municipal Code - Chapter 4.12 – Solid Waste Collection and Disposal Changes to Municipal Code - Chapter 2.08.040 – Fees and charges under 4.12.110(a)(b) & (c)		
Background/Discussion		
<p>With the implementation of curbside recycling, there are changes to Chapter 4.12 of the Municipal Code that are needed. Moving from unlimited solid waste collection to a limited collection is the most dramatic change. New definitions of curbside recycling and recyclable materials were also added. Yard waste and recyclable collections were explained in detail.</p> <p>With the new city collection contractor starting on July 1st, there is a need to increase the garbage collection fee. The low income allowance was increased as was the low income fee. Since we are putting limitations on the amount of trash collected, a extra bag charge was also included.</p>		
Recommendation		
I would recommend that the Mayor and City Council approve the revisions to Chapter 4.12 and to the fee changes in 2.08.040.		

Department Head

Mayor Signature

7C

Inter-Office Memo

City Of Council Bluffs

Department of Public Health

5/5/08

To: Mayor Hanafan

From: Donn Dierks – Director of Public Health

RE: Changes to Municipal Code – Chapter 4.12 – Solid Waste Collection and Disposal as and subsequent Schedule of Fees Ordinance Raising the Residential Solid Waste Collection and Disposal Fees from \$12.00/month to \$16.00/month.

With the implementation of curbside recycling Chapter 4.12 had to amended to include several changes in the way collection of solid waste will be conducted in Council Bluffs. The major change will put a limitation on the number of bags of refuse a residential customer can place at curbside.

With the approval of the new solid collection contract, current fees will not adequately cover the expenses incurred by the Solid Waste Enterprise Fund. The attached spreadsheet compares the expenses and revenues for the five year contractual period.

Consequently, I would recommend the changes to Chapter 4.12 be approved as well as current rate for residential solid waste collection service, disposal and other solid waste management programs be increased by \$4/month to a rate of \$192.00/year (\$16.00/month).

Concur: Thomas P. Hanafan – Mayor

ORDINANCE NO. 6002

AN ORDINANCE amending Chapter 2.08 “Schedule of Fees” of the 2005 Municipal Code of Council Bluffs, Iowa, by repealing Section 2.08.040 “Fees and charges authorized in Title 4”, and by enacting a new Section 2.08.040 “Fees and charges authorized in Title 4” to amend fees for solid waste collection and disposal.

B E I T O R D A I N E D
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

SECTION 1. That Chapter 2.08 “Schedule of Fees” of the Council Bluffs Municipal Code be and the same is hereby amended by repealing Section 2.08.040 “Fees and charges authorized in Title 4” and enacting a new Section 2.08.040 “Fees and charges authorized in Title 4”, to read as follows:

2.08.040 Fees and charges authorized in Title 4.

Municipal Code Section	Description of License, Fee, or Permit	Charge
4.12.090	Commercial Collection (Annual fee)	\$ 40.00/pickups 75.00/packers/ large trucks
4.12.110(a)	Residential Solid Waste Collection and Disposal	140.00/year <u>192.00/year</u>
4.12.110(b)	Special Residential Solid Waste Collection and Disposal for applicants whose combined gross household income does not exceed \$12,000.00 – <u>\$13,690.00</u>	70.00/year <u>96.00/year</u>
4.12.110(c)	Extra bag charge	<u>2.50/bag</u>

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. This is Ordinance 5768 § 2 (part), 2003.

SECTION 3. Severability Clause. If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 4. Effective Date. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED
AND
APPROVED _____

THOMAS P. HANAFAN

Mayor

Attest: _____

JUDITH RIDGELEY

City Clerk

First Consideration: May 12, 2008

Second Consideration: _____

Public Hearing: _____

Third Consideration: _____

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY08-36
Applicant: _____

Ordinance No. _____
Resolution No. 08-142

Date: May 12, 2008

SUBJECT/TITLE

Council consideration of a resolution accepting the bid of Lueder Construction the amount of \$3,250,000 for the Public Works Fleet Maintenance Facility.

BACKGROUND/DISCUSSION

- On May 6, 2008, bids were received in the office of the City Clerk as followed:

LOW BASE BID

Lueder Construction, Omaha, NE	\$3,250,000.00
Upland Construction, Omaha, NE	\$3,278,000.00
Ronco Construction, Omaha, NE	\$3,292,173.00
Construct, Inc., Omaha, NE	\$3,296,000.00
Holtze Construction, Sioux City, IA	\$3,360,000.00
Vrana & Son Construction, Omaha, NE	\$3,339,000.00
Andersen Construction, Council Bluffs, IA	\$3,433,353.00
Engineer's Opinion	\$3,545,000.00

- The existing fleet maintenance facility has been located at 12th Street and 2nd Avenue since 1984. The 11,850 square foot building was originally built by the phone company.
- The existing building and site are too small and antiquated to meet the needs of the fleet maintenance program for the city. Fleet Maintenance maintains all department vehicles including police and fire. The building cannot accommodate the volume, size, and complexity of today's public vehicles.
- Building deficiencies include functional, mechanical and environmental conditions (ventilation, heating, air conditioning, plumbing), and electrical.
- The conclusion of an analysis was a new facility was required.
- In 2002, the city acquired the 2.24 acre old CO-OP site at 8th Street & 10th Avenue for an expansion of Public Works facilities. Currently, sewer department pump station maintenance crews and the Parks Dept. building maintenance crews operate at that location.
- In Spring, 2007, the city acquired an additional 7.6 acres to the west of the CO-OP parcel. The long range plan is for all public works facilities to be relocated to this area.

8 A

- Fall of 2007, the city awarded a contract for site preparation of the area to site a new fleet maintenance facility.
- The proposed Fleet Maintenance facility is about 25,000 square feet and contains 12 bays for vehicle maintenance as well as storage and office space.
- This is project FY08-36 in the CIP.

Project Costs are:

Land	\$ 525,000
Building	\$3,920,000
Off Site Utilities	\$ 600,000
Engineering	\$ 406,000
Contingency	\$ <u>549,000</u>

Total	\$6,000,000
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Project Funding

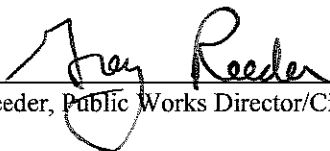
FY07 Gaming-Capital	\$ 775,000
FY08 Gaming-Capital	\$2,300,000
FY09 Gaming-Capital	\$1,300,000
FY08 G.O. Bonds	\$ 700,000
FY09 Sales Tax	\$ 600,000
FY08 Gaming-Depreciation	\$ 150,000
FY09 Gaming-Depreciation	\$ <u>200,000</u>

Total Funding	\$6,025,000
---------------	-------------

- Project Schedule provides March 24th Public Hearing; May 6th Letting; May 12th Contract Award, and construction completion Spring 2009.
- The Council will be asked to approve purchase of major equipment systems in a separate resolution at a later date. These are equipment systems the city purchases direct and the vendor or the General Contractor then installs

RECOMMENDATION

- Five alternates were bid. One is recommended for approval. This alternate adding \$27,000, is to provide for 700 SY of porous pavement in the parking lot. Two areas where vehicles are parked (24 ft. x 132 ft. each) will be paved with this special concrete which allows surface water to drain through the pavement into a rock base. This stormwater management technique promotes infiltration, improves water quality and reduces need for detention basins. Implementing this alternate will allow public works to monitor an actual test section and evaluate applications to future projects.
- Recommendation is to approve a contract with Lueder Construction for \$3,277,000 which includes the alternate for porous pavement.
- Also recommended and included in the resolution is council approval of a contingency fund of \$100,000. This fund would be used to pay for change orders to the contract. The Public Works Director would sign off on all change orders on behalf of the city. This fund represents 3.05% of the contract amount and would be a typical and anticipated contingency for add-ons.



Greg Reeder, Public Works Director/City Engineer

The Honorable Thomas P. Hanafan, Mayor

RESOLUTION

No. 08-142

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
LUEDER CONSTRUCTION FOR THE
PUBLIC WORKS FLEET MAINTENANCE FACILITY
FY08-36**

WHEREAS, the plans, specifications, and form of contract for the Public Works Fleet Maintenance Facility are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on March 24, 2008, and the plans, specifications and form of contract were approved; and

WHEREAS, Lueder Construction has submitted a low base bid in the amount of \$3,250,000.00 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of Lueder Construction in the amount of \$3,277,000.00 which includes Alternate #5 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Public Works Fleet Maintenance Facility; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized; empowered, and directed to execute an agreement with Lueder Construction for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

BE IT FURTHER RESOLVED

That the City Council authorizes a contingency fund of \$100,000 and empowers the Public Works Director to execute change orders up to that total amount as needed to complete the project.

**ADOPTED
AND
APPROVED _____, 2008**

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY08-04B
Applicant _____

Ordinance No. _____
Resolution No. 08-143

Council Action: May 12, 2008

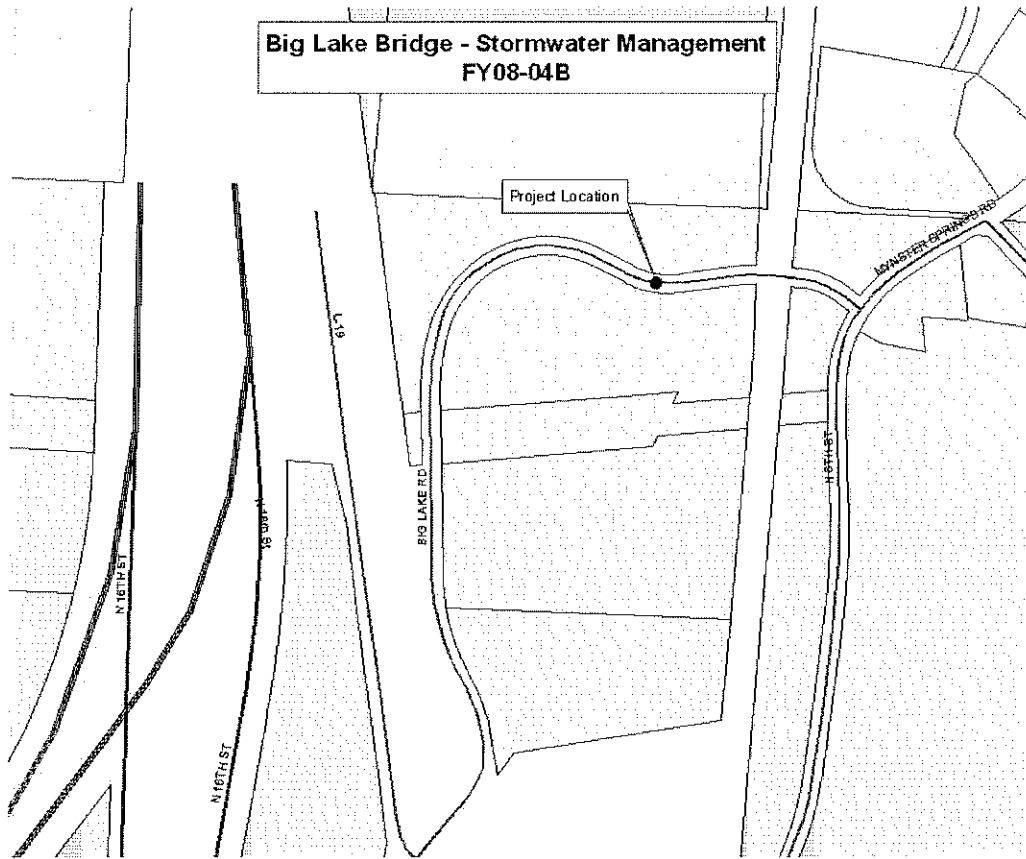
SUBJECT/TITLE

Council consideration of a resolution accepting the work of TAB Construction as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the Stormwater Management – Sewer – Big Lake Bridge.

BACKGROUND/DISCUSSION

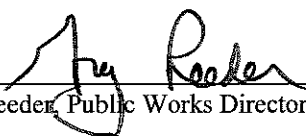
- The previous 20' span x 17.7' wide concrete double-tee bridge was existing in 1974 when the roadway through Big Lake Park was paved.
- Due to its narrow width the upstream side of the bridge was fitted with a 36" culvert and an additional 6' of pavement was added to the roadway width to allow two way traffic in the early 1980's.
- Development within the drainage basin upstream of the bridge had increased runoff. The 36" culvert constricted flow and resulted in flooding in the adjacent park parking lot and tennis courts.
- Recent investigation of the bridge revealed holes in the double-tee deck, indicating that the structure had reached its service life.
- The bridge was replaced with a new double barrel 9' x 4' reinforced concrete box culvert (18' x 4' opening).
- This project was FY08-04B in the CIP and was funded with Sales Tax Revenues.

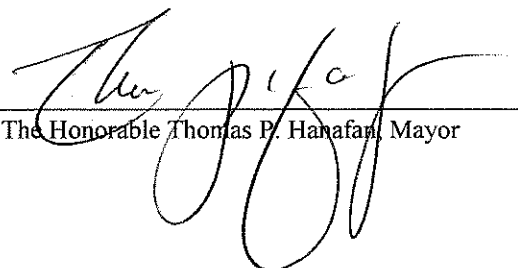
	Division I, II, VI <u>General</u>	Division VII <u>Bridge</u>	<u>Total</u>
• Original contract amount	\$13,154.00	\$47,631.50	\$60,785.50
Change Orders	\$ 2,166.00		\$ 2,166.00
Final contract amount	\$12,238.50	\$50,713.00	\$62,951.50
Less previous payments	\$11,626.58	\$48,177.35	\$59,803.93
Retainage due contractor	\$ 611.92	\$ 2,535.65	\$ 3,147.57



RECOMMENDATION

Approval of this resolution.


Greg Reeder, Public Works Director/City Engineer


The Honorable Thomas P. Hanafan, Mayor

RESOLUTION
NO. 08-143

**RESOLUTION ACCEPTING THE WORK OF
TAB CONSTRUCTION IN CONNECTION WITH
THE STORMWATER MANAGEMENT – SEWER – BIG LAKE BRIDGE
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$3,147.57
FY08-04B**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with TAB Construction, Omaha, NE for the Stormwater Management – Sewer – Big Lake Bridge; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the City clerk; and
- WHEREAS, a request for final payment in the amount of \$3,147.57 to TAB Construction has submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$3,147.57 constitutes a valid obligation of the City and should in its best interest be paid.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That said report of the engineer is hereby approved and adopted, and said improvements are hereby accepted as having been fully completed in accordance with said plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$3,147.57 payable to TAB Construction from budget code Division I, II, & VI - G21800-674000 project # 00336 and Division VII – G21800-676300 project # 00336.

ADOPTED
AND
APPROVED May 12, 2008

Thomas P. Hanafan, Mayor

ATTEST:

Judith Ridgeley, City Clerk

Council Communication
May 12, 2008 City Council Meeting

Department: Community Development	Ordinance No.: N/A	
Case/Project No.: EZ-08-001	Resolution No.: <u>08-144</u>	Date: <u>May 12, 2008</u>
Subject/Title		
Application for Enterprise Zone Benefits		
Applicant		
Welcome Homes, Inc.		
Location		
Zaiger Addition (South 16 th Street between 25 th and 28 th Avenues)		
Background/Discussion		
<p><u>Background</u></p> <p>On August 10, 2006, the Enterprise Zone Commission reviewed and approved housing enterprise zone benefits for Welcome Homes, Inc., on twelve lots all located in Zaiger Addition, a 98 lot residential subdivision located along South 16th Street between 25th and 28th Avenues. For various reasons, Welcome Homes decided at that time to amend their application and only request benefits for eight of the homes. They are now at a point to pursue building on the remaining four lots and have requested Enterprise Zone benefits.</p> <p>Welcome Homes, Inc. proposes to construct four single family homes in the project area on Lots 31, 32, 61 and 62. Welcome Homes, Inc. has submitted three building plans for this project. The homes are two story and split styles and will range in size from 1,061 sq. ft. to 1,520 sq. ft. Three of the homes will have attached two car garages, three bedrooms and two and a half bathrooms. One of the homes will have an attached two car garage, two bedrooms and two bathrooms. All of the homes will have high efficiency furnaces and air conditioning, low E windows and security systems. Included appliances are self-cleaning ranges, space-saver microwaves and dishwashers. The project specifications are included as attachments to the application. The developer will sod the front, side and rear yards and plant at least one tree in front of each house. They also anticipate planting bushes and laying landscaping bark in the front yard. The total project investment is \$609,700. The per unit value of the homes will range from \$140,000 to \$159,900. However, per State statute, only the first \$140,000 of value can be claimed for the Enterprise Zone's 10% investment tax credit. The estimated total financial enterprise zone incentive available to the project is \$70,000. The developer has agreed to comply with the adopted local requirements.</p> <p><u>Discussion</u></p> <p>The City Council established Enterprise Zone-6 with the adoption of Resolution No. 07-408. The State of Iowa made this possible by the approval of the Enterprise Zone Legislation on July 1, 1997 and the revision of the law during the 1998 legislature to include housing development. Later significant amendments came in 2006 with the adoption of new criteria for new zone designation. The stipulations placed upon eligible housing projects include the construction or rehabilitation of four or more single family houses or one or more multi-family units containing three or more units.</p> <p>Based on review of the applicant's request, the project listed above meets the requirements and is located in the Council Bluffs Enterprise Zone-6. As a result, the applicant is eligible for the following benefits: 10% investment tax credit and 100% rebate of state sales and utility use taxes.</p>		

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Council Communication
May 12, 2008 City Council Meeting

Staff Recommendation

The Community Development Department recommends approval of the application submitted by Welcome Homes, Inc. for Lots 31, 32, 61 and 62 in Zaiger Addition, for Enterprise Zone benefits.

Enterprise Zone Commission Recommendation

On May 1, 2008, the Council Bluffs Enterprise Zone Commission met and approved the Enterprise Zone application for Welcome Homes, Inc. Motion by Norman, second by Prichard to concur with staff recommendation and approve the EZ application for Welcome Homes, Inc., as presented. The motion carried by unanimous voice vote.

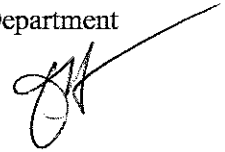
VOTE: AYE – Biede, Milford, Norman, Prichard and Stazzoni; NAY – None; ABSTAIN – None; ABSENT – Andersen, Bates, Hornbeck and Jares

Attachments

The Welcome Homes, Inc. Enterprise Zone application discussed above has been provided under separate cover.

Submitted by: Brenda Carrico, Program Coordinator, Community Development Department

Approved by: Donald D. Gross, Director, Community Development Department



RESOLUTION NO. 08-144

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS
AUTHORIZING A JOINT APPLICATION TO THE IOWA DEPARTMENT OF ECONOMIC
DEVELOPMENT (IDED) BY THE COUNCIL BLUFFS ENTERPRISE ZONE COMMISSION
AND WELCOME HOMES, INC. FOR ENTERPRISE ZONE BENEFITS.**

WHEREAS, The City of Council Bluffs established Enterprise Zone-6 with the adoption of Resolution No. 07-408; and

WHEREAS, Enterprise Zones and the eligible benefits under House File 724 were established to promote economic and housing development in distressed areas; and

WHEREAS, Welcome Homes, Inc. proposes to construct four single-family units and has requested Enterprise Zone benefits; and

WHEREAS, All four of the homes will be located in Zaiger Addition, which is generally located at 25th Avenue and South 16th Street; and

WHEREAS, The legal description of the homes is Lots 31, 32, 61 and 62, Zaiger Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, On May 1, 2008, the Enterprise Zone Commission held a public meeting to review the request of Welcome Homes, Inc.; and

WHEREAS, After review and consideration of the request, the Enterprise Zone Commission determined that the Welcome Homes, Inc. project meets the requirements to qualify for benefits.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

Section 1.0 The City Council finds that the Welcome Homes, Inc. project is located within the Council Bluffs Enterprise Zone-6 as approved with the adoption of Resolution No. 07-408.

Section 2.0 The City Council declares Welcome Homes, Inc. an eligible entity for Enterprise Zone benefits.

Section 3.0 The City Council approves the Welcome Homes, Inc. request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

Section 4.0 The Mayor is hereby authorized to take such further actions as are deemed necessary in order to carry into effect the provisions of this resolution.

Section 5.0 The provisions of this resolution shall be governed by the laws of the State of Iowa.

Section 6.0 That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

Section 7.0 That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not effect the validity of the remainder of the sections, phrases and provisions hereof.

Section 8.0 That this resolution shall become effective immediately upon its passage and approval.

ADOPTED

AND

APPROVED: May 12, 2008

Thomas P. Hanafan

Mayor

ATTEST:

Judith H. Ridgeley

City Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

On this _____ day of _____, 2008, before me the undersigned, a Notary Public in and for said County and State, personally appeared Thomas P. Hanafan and Judith H. Ridgeley, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Thomas P. Hanafan and said Judith H. Ridgeley, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for said State

Council Communication

Department: Legal	Ordinance No.	
Case/Project No.	Resolution No. <u>08-145</u>	Date: <u>May 12, 2008</u>
Subject/Title Resolution authorizing the Mayor to execute an Order Assessing Penalty against Tobacco Hut 6, 3134 Manawa Centre Drive, for a violation of Iowa's tobacco laws.		
Background/Discussion On April 14, 2008, Resolution 08-107 was adopted authorizing Tobacco Hut 6 to utilize the affirmative defense for a tobacco violation that occurred on December 20, 2007. Another violation occurred on February 18, 2008. This violation will now be considered a "first" violation. Tobacco Hut 6 has not submitted the Acknowledgement/Settlement Agreement; therefore, an Order Assessing Penalty has been prepared.		
Recommendation Authorize the Mayor to execute Order Assessing Penalty against Tobacco Hut 6, 3134 Manawa Centre Drive.		

Don Bauermeister, Asst. City Attorney

Department Head Signature



Mayor Signature

8 D

RESOLUTION NO. 08-145

A RESOLUTION authorizing the Mayor to execute the Order Assessing Penalty against Tobacco Hut 6, 3134 Manawa Centre Drive, Council Bluffs, IA 51501, for a violation of Iowa Code Section 453A.2(1).

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Tobacco Hut 6, 3134 Manawa Centre Drive, on or about February 18, 2008; and

WHEREAS, the affirmative defense was utilized by Tobacco Hut 6 for a violation that occurred on or about December 20, 2007; and

WHEREAS, after hearing on the matter, this Council finds that based upon the evidence submitted by the city attorney's office, the permittee committed a violation of Iowa Code Section 453A.2(1) by selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age; and

WHEREAS, it is in the best interest of the City to execute an Order Assessing Penalty against Tobacco Hut 6 for this violation.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to execute the Order Assessing Penalty against Tobacco Hut 6, for a violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED May 12, 2008

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Tobacco Hut 6
3134 Manawa Centre Drive, Suite I-9
Council Bluffs, IA 51501

**ORDER ASSESSING PENALTY
FIRST VIOLATION**

On this 12th day of May 2008, after a hearing on the matter, the Council Bluffs City Council finds that based upon evidence submitted by the city attorney's office, the above-captioned permittee committed a violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

THEREFORE, the Council Bluffs City Council hereby orders that a civil penalty in the amount of \$300.00 be remitted by the above-captioned permittee, to the City of Council Bluffs, on or before June 11, 2008. This sanction shall count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). Be advised that failure to pay the civil penalty by this date shall result in the automatic permit suspension for a period of fourteen (14) days, in addition to the \$300.00 fine.

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

Council Communication

Department: Legal	Ordinance No.	
Case/Project No.	Resolution No.	08-146
		Date: May 12, 2008
Subject/Title		
Resolution authorizing the Mayor to execute an Order Accepting the Acknowledgement/Settlement Agreement from Tobacco Hut #14, 1925 W. Broadway, for a violation of Iowa's tobacco laws.		
Background/Discussion		
A compliance check on March 3, 2008, resulted in a citation being issued to an employee of Tobacco Hut #14 for providing tobacco to a minor. We are pursuing civil penalties against the permittee. Tobacco Hut #14 has made payment of the \$300 penalty and has submitted their Acknowledgement/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from Tobacco Hut #14.		
Recommendation		
Authorize the Mayor to execute Order Accepting the Acknowledgement/Settlement Agreement from Tobacco Hut #14, 1925 W. Broadway.		

Don Bauermeister, Asst. City Attorney

Department Head Signature



Mayor Signature

8 E

RESOLUTION NO. 08-146

A RESOLUTION authorizing the Mayor to execute an Order Accepting the Acknowledgement/Settlement Agreement from Tobacco Hut #14, 1925 W. Broadway, Council Bluffs, IA 51501, for a violation of Iowa Code Section 453A.2(1).

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Tobacco Hut #14, 1925 W. Broadway, on or about March 3, 2008; and

WHEREAS, the mandatory civil penalty has been paid, and it is in the best interest of the City to execute an Order accepting the Acknowledgement/Settlement Agreement from the above business for this violation.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgement/Settlement Agreement from Tobacco Hut #14, for a violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED May 12, 2008

THOMAS P. HANAFAN Mayor

Attest: _____
JUDITH RIDGELEY City Clerk

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Tobacco Hut #14
1925 W. Broadway
Council Bluffs, IA 51501

**ORDER ACCEPTING
ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

ON this 12th day of May 2008, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgement/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

THEREFORE, the City Council for the City of Council Bluffs, Iowa, FINDS that the above-captioned permittee has remitted to the City of Council Bluffs, Iowa, a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

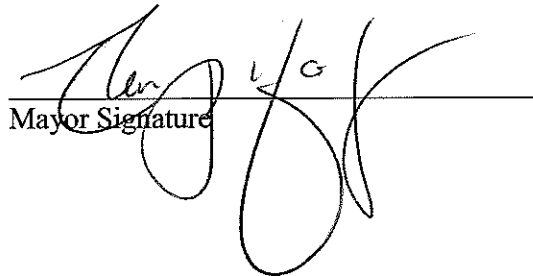
Council Communication

Department: Legal	Ordinance No.	
Case/Project No.	Resolution No. <u>07-147</u>	Date: <u>May 12, 2008</u>
Subject/Title		
Resolution authorizing the Mayor to execute the Order Assessing Penalty for a second violation of the State's tobacco laws.		
Background/Discussion		
On or about November 29, 2007, an employee of Hy-Vee Drugstore was issued a citation for providing tobacco to a minor. On February 25, 2008, an employee of Hy-Vee Drugstore was again cited for providing tobacco to a minor. Since this was the second violation in two years, the permittee has the option of paying a \$1,500 civil penalty or a 30-day suspension of their cigarette permit. Hy-Vee has not submitted their Acknowledgement/Settlement Agreement; therefore, a resolution has been prepared authorizing the Mayor to execute the Order Assessing Penalty for a second violation against Hy-Vee Drugstore.		
Recommendation		
Authorize the Mayor to execute the Order Assessing Penalty against Hy-Vee Drugstore for a second violation of the State's tobacco laws.		

Don Bauermeister, Asst. City Attorney

Department Head Signature

Mayor Signature



8F

RESOLUTION NO. 08-147

A RESOLUTION authorizing the Mayor to execute the Order Assessing Penalty against Hy-Vee Drugstore, 757 W. Broadway, Council Bluffs, IA 51501, for a second violation of Iowa Code Section 453A.2(1).

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Hy-Vee Drugstore, 757 W. Broadway, on or about February 25, 2008; and

WHEREAS, Resolution No. 08-70, adopted on March 10, 2008, authorized the Mayor to execute an Order for a first violation by Hy-Vee Drugstore; and

WHEREAS, after hearing on the matter, this Council finds that based upon the evidence submitted by the city attorney's office, the permittee committed a violation of Iowa Code Section 453A.2(1) by selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age; and

WHEREAS, it is in the best interest of the City to execute an Order Assessing Penalty against Hy-Vee Drugstore for a second violation of Iowa's tobacco laws.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to execute the Order Assessing Penalty against Hy-Vee Drugstore for a second violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED May 12, 2008

THOMAS P. HANAFAN Mayor

Attest:

JUDITH RIDGELEY City Clerk

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Hy-Vee Drugstore
757 W. Broadway
Council Bluffs, IA 51501

**ORDER ASSESSING PENALTY
SECOND VIOLATION**

ON this 12th day of May 2008, after a hearing on the matter, the Council Bluffs City Council finds that, based upon evidence submitted by the city attorney's office, the above-captioned permittee committed a second violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

THEREFORE, the Council Bluffs City Council hereby orders that a civil penalty of a _____ thirty (30) day cigarette permit suspension or _____ \$1,500.00 fine be executed against the above-captioned permittee, effective June 11, 2008. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

THOMAS P. HANAFAN Mayor

Attest:

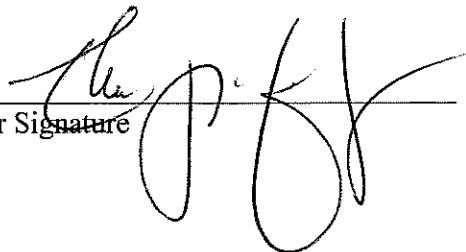
JUDITH RIDGELEY City Clerk

Council Communication

Department: Finance	Ordinance No. Resolution No. <u>08-148</u>	Date: <u>05/12/08</u>												
Subject/Title														
Drainage District Assessments.														
Background/Discussion														
<p>The City of Council Bluffs has authority over the following drainage districts to provide maintenance and establish a special assessment to procure funds to pay the costs and expenses for general upkeep and maintenance within the drainage districts and to create a sinking fund. The City is required to certify the assessments with Pottawattamie County prior to May 31, 2008.</p> <p>The following is the breakdown on the special assessments for the drainage districts which is payable to the City of Council Bluffs for the year 2008 and which is due prior to September 30, 2008.</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 30%; text-align: center;"><u>PRINCIPAL</u></th> <th style="width: 30%; text-align: center;"><u>INTEREST</u></th> </tr> </thead> <tbody> <tr> <td>Mosquito Creek #22</td> <td style="text-align: center;">\$48,601</td> <td style="text-align: center;">\$3,402</td> </tr> <tr> <td>Sieck #32</td> <td style="text-align: center;">\$29,418</td> <td style="text-align: center;">\$2,059</td> </tr> <tr> <td>West Lewis #35</td> <td style="text-align: center;">\$42,430</td> <td style="text-align: center;">\$2,970</td> </tr> </tbody> </table>				<u>PRINCIPAL</u>	<u>INTEREST</u>	Mosquito Creek #22	\$48,601	\$3,402	Sieck #32	\$29,418	\$2,059	West Lewis #35	\$42,430	\$2,970
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Mosquito Creek #22	\$48,601	\$3,402												
Sieck #32	\$29,418	\$2,059												
West Lewis #35	\$42,430	\$2,970												
Recommendation														
The City Council approves a resolution setting the annual assessments for the drainage districts.														

Department Head Signature

Mayor Signature



RESOLUTION
NO. 08-148

A RESOLUTION AUTHORIZING AND SETTING THE ANNUAL ASSESSMENT FOR THE
MOSQUITO CREEK #22 LEVEE DRAINAGE DISTRICT

WHEREAS, the City of Council Bluffs has authority over the Mosquito Creek #22 Levee Drainage District to provide maintenance of such district for the public benefit, and conducive to the public health, convenience and welfare; and

WHEREAS, as the governing body of said district, it is necessary to establish the annual assessment to be levied on all tracts of land, lots, public roads, and railway contained within the boundaries of the district to procure funds from which to pay the indebtedness incurred from costs and expenses for the general upkeep and maintenance of the district, and to create a sinking fund.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the current indebtedness of the Mosquito Creek #22 Drainage District is \$48,601 as of May 12, 2008. The special assessment of 7% is payable to the City of Council Bluffs in 1 annual installment for the year 2008, and all assessments paid in full prior to September 30, 2008, may be paid without interest.

ADOPTED
AND
APPROVED May 12, 2008 _____

THOMAS P. HANAFAN

MAYOR

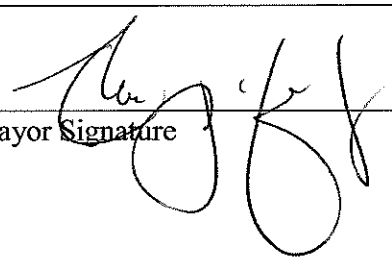
ATTEST: _____
JUDITH H. RIDGELEY CITY CLERK

Council Communication

Department: Finance	Ordinance No. Resolution No. <u>08-149</u>	Date: <u>05/12/08</u>												
Subject/Title														
Drainage District Assessments.														
Background/Discussion														
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Sieck #32	\$29,418	\$2,059												
West Lewis #35	\$42,430	\$2,970												
Recommendation														
The City Council approves a resolution setting the annual assessments for the drainage districts.														

Department Head Signature

Mayor Signature



8H

RESOLUTION
NO. 08-149

A RESOLUTION AUTHORIZING AND SETTING THE ANNUAL ASSESSMENT FOR THE WEST
LEWIS #35 LEVEE DRAINAGE DISTRICT

WHEREAS, the City of Council Bluffs has authority over the West Lewis #35 Levee Drainage District to provide maintenance of such district for the public benefit, and conducive to the public health, convenience and welfare; and

WHEREAS, as the governing body of said district, it is necessary to establish the annual assessment to be levied on all tracts of land, lots, public roads, and railway contained within the boundaries of the district to procure funds from which to pay the indebtedness incurred from costs and expenses for the general upkeep and maintenance of the district, and to create a sinking fund.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the current indebtedness of the West Lewis #35 Levee Drainage District is \$42,430 as of May 12, 2008. The special assessment of 7% is payable to the City of Council Bluffs in 1 annual installment for the year 2008, and all assessments paid in full prior to September 30, 2008, may be paid without interest.

ADOPTED
AND
APPROVED May 12, 2008

THOMAS P. HANAFAN

MAYOR

ATTEST:

JUDITH H. RIDGELEY

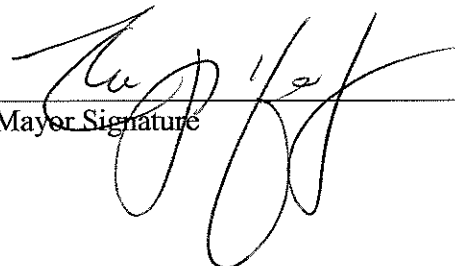
CITY CLERK

Council Communication

Department: Finance	Ordinance No. Resolution No. <u>08-150</u>	Date: <u>05/12/08</u>												
Subject/Title														
Drainage District Assessments.														
Background/Discussion														
<p>The City of Council Bluffs has authority over the following drainage districts to provide maintenance and establish a special assessment to procure funds to pay the costs and expenses for general upkeep and maintenance within the drainage districts and to create a sinking fund. The City is required to certify the assessments with Pottawattamie County prior to May 31, 2008.</p> <p>The following is the breakdown on the special assessments for the drainage districts which is payable to the City of Council Bluffs for the year 2008 and which is due prior to September 30, 2008.</p> <table style="margin-left: auto; margin-right: auto;"><thead><tr><th></th><th style="text-align: center;"><u>PRINCIPAL</u></th><th style="text-align: center;"><u>INTEREST</u></th></tr></thead><tbody><tr><td>Mosquito Creek #22</td><td style="text-align: center;">\$48,601</td><td style="text-align: center;">\$3,402</td></tr><tr><td>Sieck #32</td><td style="text-align: center;">\$29,418</td><td style="text-align: center;">\$2,059</td></tr><tr><td>West Lewis #35</td><td style="text-align: center;">\$42,430</td><td style="text-align: center;">\$2,970</td></tr></tbody></table>				<u>PRINCIPAL</u>	<u>INTEREST</u>	Mosquito Creek #22	\$48,601	\$3,402	Sieck #32	\$29,418	\$2,059	West Lewis #35	\$42,430	\$2,970
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Mosquito Creek #22	\$48,601	\$3,402												
Sieck #32	\$29,418	\$2,059												
West Lewis #35	\$42,430	\$2,970												
Recommendation														
The City Council approves a resolution setting the annual assessments for the drainage districts.														

Department Head Signature

Mayor Signature



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RESOLUTION
NO. 08-150

A RESOLUTION AUTHORIZING AND SETTING THE ANNUAL ASSESSMENT FOR THE SIECK
#32 LEVEE DRAINAGE DISTRICT

WHEREAS, the City of Council Bluffs has authority over the Sieck #32 Levee Drainage District to provide maintenance of such district for the public benefit, and conducive to the public health, convenience and welfare; and

WHEREAS, as the governing body of said district, it is necessary to establish the annual assessment to be levied on all tracts of land, lots, public roads, and railway contained within the boundaries of the district to procure funds from which to pay the indebtedness incurred from costs and expenses for the general upkeep and maintenance of the district, and to create a sinking fund.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA:

That the current indebtedness of the Sieck #32 Levee Drainage District is \$29,418 as of May 12, 2008. The special assessment of 7% is payable to the City of Council Bluffs in 1 annual installment for the year 2008, and all assessments paid in full prior to September 30, 2008, may be paid without interest.

ADOPTED
AND
APPROVED May 12, 2008

THOMAS P. HANAFAN

MAYOR

ATTEST: _____

JUDITH H. RIDGELEY

CITY CLERK

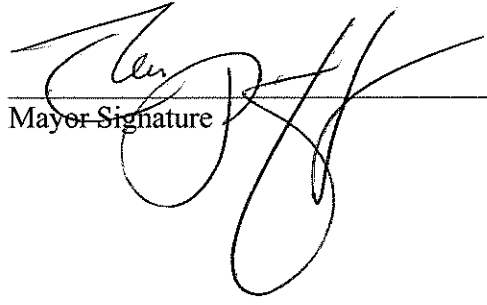
Council Communication

Department: Health – Solid Waste Division Case/Project No. Applicant: Donn Dierks	Ordinance No. _____ Resolution No. <u>08-151</u>	Date: <u>May 5, 2008</u>
Subject/Title		
Addition of a full time Recycling Aide position at the Recycling Center.		
Background/Discussion		
<p>In the past, the Council Bluffs Recycling Center has utilized Iowa Waste Systems to haul construction/demolition debris from our site to the landfill in Mills County. We have had a problem getting 40 yard containers from Iowa Waste Systems in a timely manner. Hence, we have had large piles of construction/demolition debris sitting on our concrete pad for long periods of time, which adds to the blowing of debris in and around our facility.</p> <p>In addition, Deffenbaugh has hauled the recycling drop-off containers from the different locations around the city for the last five years. Usually, these containers are picked up on a Monday, Wednesday, Friday rotation. Many of these containers when brought to our facility are only partially full, making the program less than efficient.</p> <p>Under a state contract, we have purchased a truck. City Council recently approved the purchase of 40 yard containers and recycling drop-off containers.</p> <p>We feel we can be more efficient in emptying the recycling drop-off containers when they are full and remove construction/demolition debris in more timely manner if this operation is handled on our own. We would also have 40 yard container at 1301 2nd Avenue for the debris found in ditches and along the roadways. By having this operation controlled by the Recycling Center we have the ability to keep our site more aesthetically pleasing and could save approximately \$64,000 even with a new employee.</p> <p>Taking over the trucking of these two programs would take a full time employee.</p>		
Recommendation		
I would recommend that the Mayor and City Council approve the addition of the Recycling Aide position at the Recycling Center.		

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Department Head

Mayor Signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, is written over the 'Mayor Signature' line.

Inter-Office Memo
City Of Council Bluffs
Department of Public Health

5/5/08

To: Mayor Hanafan

From: Donn Dierks – Director of Public Health

RE: Addition of new Recycling Aide position at the Recycling Center

During the past several years, the Council Bluffs Recycling Center has utilized Iowa Waste Systems to haul construction/ demolition debris from our site to the landfill in Mills County. We have had a problem getting 40 yard containers from Iowa Waste Systems in a timely manner. Hence, we have had large piles of construction/demolition debris sitting on our concrete pad for long periods of time, which adds to the blowing of debris in and around our facility.

In addition, Deffenbaugh has hauled the recycling drop-off containers from the different locations around the city for the last five years. Usually, these containers are picked up on a Monday, Wednesday, Friday rotation. Because these containers were pulled at Deffenbaugh's convenience, many of these containers were brought to our facility are only partially full, making the program less than efficient.

We have put together a spreadsheet the depicting the cost saving of handling these two programs with our own equipment and show a potential saving of approximately \$64,000. This figure includes the addition of a new employee.

This position would be Step 11, Grade 3. Starting wage is \$15.0048/hour. This position would be funded from the Solid Waste Enterprise account. We would select a qualified candidate from the existing civil service list.

Concur: Thomas P. Hanafan – Mayor

Projected Recycle Bins FY 2009										FY 2007 Recycle Bins			
Location	Pulls per year	Miles per trip	Total miles	Fuel Use	Labor = \$17.97 / Trip	Equipment cost @ \$0.7185 / mile	Total fuel, labor & equipment costs	Rec River charges (\$150 / pull)	Savings per year	Pulls per year	Miles per trip	Total miles	Daffenbaugh Charges
Volley View	137	12	1644	\$ 1,246.15	\$ 2,461.89	\$ 1,181.18	\$ 4,889.22	\$ 20,550.00	\$ 15,660.78	274	12	3288.8	\$22,803.52
N Broadway	127	12	1524	\$ 1,165.19	\$ 2,282.18	\$ 1,094.85	\$ 4,532.34	\$ 19,050.00	\$ 14,517.69	254	12	3053.64	\$21,278.78
N 16th	100	15	1800	\$ 1,212.80	\$ 1,797.00	\$ 1,149.57	\$ 4,159.37	\$ 15,000.00	\$ 10,840.63	200	16	3200	\$16,724.00
Walmart	56	6	336	\$ 254.69	\$ 1,006.32	\$ 241.41	\$ 1,502.42	\$ 8,400.00	\$ 6,897.58	112	6	673.2	\$9,392.16
Madison	56	12	672	\$ 508.38	\$ 1,006.32	\$ 482.82	\$ 1,998.51	\$ 8,400.00	\$ 6,401.49	40	12	480	\$3,344.80
Freeway	40	14	560	\$ 424.48	\$ 718.80	\$ 402.35	\$ 1,545.63	\$ 6,000.00	\$ 4,454.37	27	14	378	\$2,257.74
	616		6336	\$ 4,802.69	\$ 9,272.52	\$ 4,552.29	\$ 18,627.49	\$ 77,400.00	\$ 58,772.81	908	72	11,072	\$75,891.00

CD Landfill Projected

Pulls per year	Miles per trip	Total miles	Fuel Use	Labor = \$35.94 / Trip	Equipment cost @ \$0.7185 / mile	Total fuel, labor & equipment costs	Iowa Waste charges (3800 ton @ \$18.66 / ton)	Savings per year
543	50	27150	\$ 20,579.70	\$ 19,515.42	\$ 19,507.38	\$ 59,602.40	\$ 55,380.00	\$ 3,777.61

Recycle Bins and CD

Pulls per year	Total miles	Fuel Use	Labor	Equipment cost @ \$0.7185 / mile	Total fuel, labor & equipment costs	Total Contract Costs	Total Savings per year
1059	33,486.00	\$ 25,302.39	\$ 28,787.94	\$ 24,059.66	\$ 78,229.89	\$ 142,780.00	\$ 64,650.11

RESOLUTION NO. R 08-151

A RESOLUTION AUTHORIZING THE CREATION OF ONE FULL TIME RECYCLING AIDE
POSITION AT THE RECYCLING CENTER

WHEREAS, the City has utilized Iowa Waste Systems in the past to haul construction/demolition debris from the recycling center to the landfill in Mills County, and

WHEREAS, the City has had difficulties in the past getting the 40 yard containers from Iowa Waste Systems in a timely manner, resulting in large piles of construction/demolition debris remaining on the site for long periods of time, and

WHEREAS, the City has also contracted for drop-off containers to be located at several sites around the City for pick up and disposal of construction debris, and

WHEREAS, these containers are brought to the recycling facility only partially filled, thus making the program less than efficient; and

WHEREAS, the City has purchased a truck under a State contract and the City Council has approved the purchase of 40 yard containers and recycling drop-off containers; and

WHEREAS, Health Department personnel have created a spreadsheet comparing the costs of contracting for the service, as opposed to bringing the entire operation in-house to be operated by the Recycling Center; and,

WHEREAS, the in-house operation would save approximately \$64,000 annually with City-owned equipment and an additional City employee.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City Council does hereby authorize the addition of one new Recycling Aide position at the Recycling Center, and the Mayor and Director of Public Health are authorized and empowered to take the necessary actions required to effectuate this change.

BE IT FURTHER RESOLVED

ADOPTED
AND

APPROVED: May 12, 2008

Thomas P. Hanafan

Mayor

ATTEST:

Judith H. Ridgeley

City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

Council Action May 12, 2008

Case/Project No.: _____

Resolution No. 08-152

Applicant _____

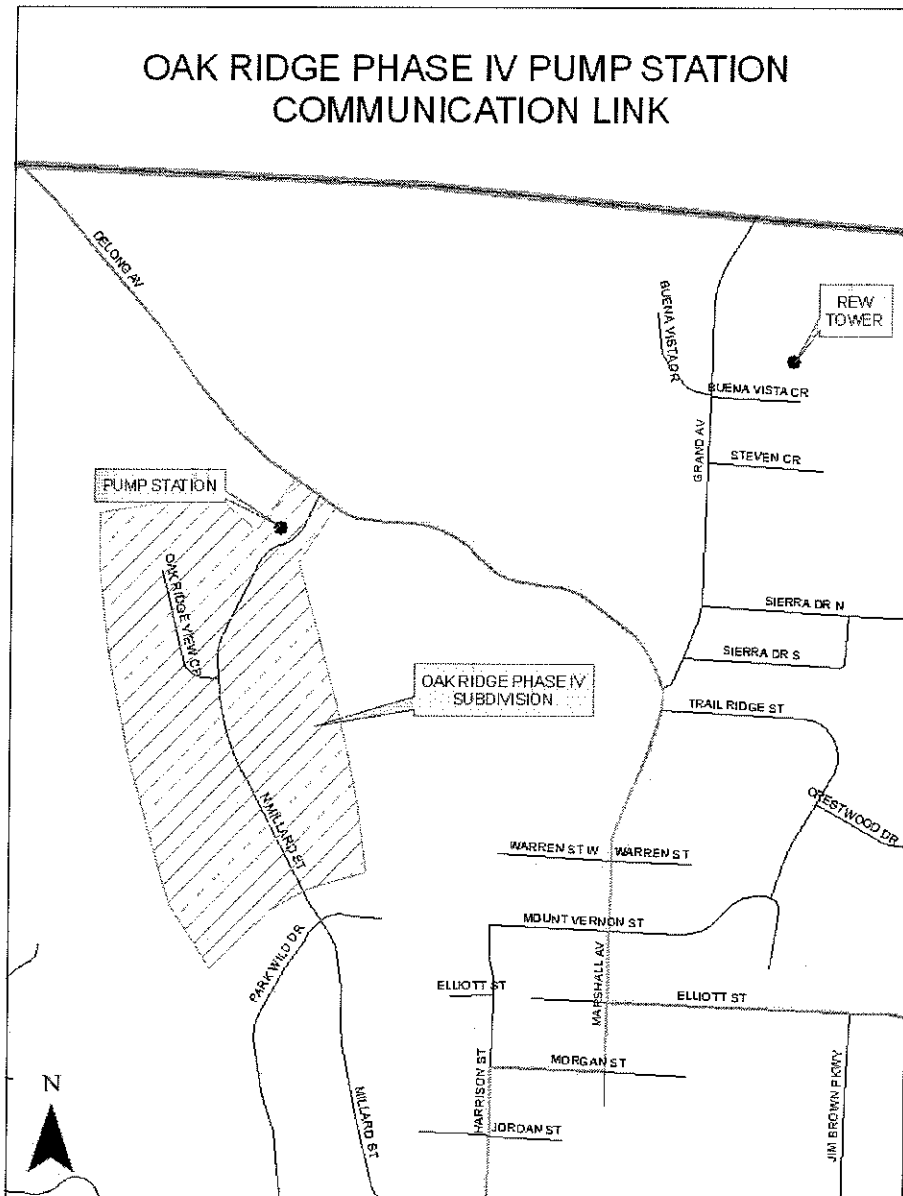
SUBJECT/TITLE

Council consideration of a resolution authorizing the mayor to execute a lease agreement with Board of Water Works Trustees of the City of Council Bluffs, Iowa for the Water Tower and Ground Space Lease Rew Memorial Tower, Buena Vista Circle.

BACKGROUND/DISCUSSION

- Oak Ridge Estates Phase IV Subdivision Sanitary Pump Station requires link to existing communication system to provide adequate operations and maintenance efforts.
- Location of proposed sanitary pump station in Delong Av. valley requires repeater station to provide communication service link.
- Rew Memorial Tower location has been field verified as a viable repeater station location.
- Board of Water Works Trustees requests lease to establish interference expectations to any entity attached or within its towers.
- Lease is for 5 year term renewable up to 4 terms. Lease includes negligible power consumption of communication equipment. Cost per term is \$1/term.
- Lease will be paid from sewer pump station maintenance budget.

8K

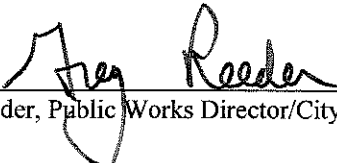


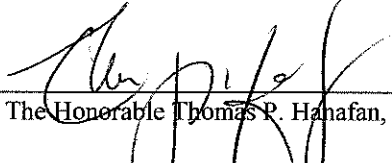
ALTERNATIVE

Locations other than Rew Memorial Tower were considered. None passed the field verification testing to qualify as a viable alternative.

RECOMMENDATION

Approval of this resolution.


Greg Reeder, Public Works Director/City Engineer


The Honorable Thomas P. Hanafan, Mayor

RESOLUTION NO. 08-152

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WATER TOWER AND GROUND SPACE LEASE AGREEMENT FOR REW MEMORIAL TOWER BUENA VISTA CIRCLE COUNCIL BLUFFS IOWA.

WHEREAS, it has been determined that leasing attachment locations on elevated Rew Memorial Tower for sanitary pump station communication is in the best interest of the City; and

WHEREAS, an agreement dealing with terms and conditions of attachment locations upon the tower and ground space within the base of the tower has been negotiated.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized and directed to sign the Water Tower and Ground Space Lease Agreement between the City and the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

ADOPTED
AND
APPROVED May 12, 2008

Thomas P. Hanafan, Mayor

ATTEST: _____
Judith Ridgeley, City Clerk

WATER TOWER AND GROUND SPACE LEASE

This Lease is made and entered into the ____ day of _____, 2008, by and between Board of Water Works Trustees of the City Of Council Bluffs, Iowa, ("Owner") and the City of Council Bluffs, Iowa ("Tenant").

Recitals

- A. Owner owns an elevated storage tank (the "Tower") located on a parcel of land with a street address of ____ Buena Vista Circle, Council Bluffs, IA 51503 (the "Site").
- B. Tenant desires to occupy, and Owner is willing to provide, attachment locations upon the Tower and ground space within the base of the Tower for Tenant's Oak Ridge Estates Phase IV Pump Station telecommunications functions.

Agreement

NOW, THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Premises and Easement. Subject to the following terms and conditions, Owner leases to Tenant a ____ foot by ____ foot area within the base of the Tower mutually acceptable to both Owner and Tenant (the "Ground Premises") and tower antenna space on the Tower mutually acceptable to both Owner and Tenant (the "Tower Premises") (the Ground Premises and the Tower Premises being collectively the "Leasehold Parcel") together with nonexclusive access for Tenant's uses over and across the concrete access drive leading from the right-of-way of Buena Vista Circle to the Tower (the "Access Drive").
2. Use of the Leasehold Parcel and Grant of Non-exclusive Easement Rights. Tenant shall be entitled to use the Leasehold Parcel to construct, operate, modify as necessary, and maintain thereon a communications antenna facility, an equipment cabinet, and all necessary lines, anchors, connections, devices and equipment for the transmission, reception, encryption and translation of voice and data signals by means of radio frequency energy (collectively the "Permitted Use") all in accordance with written plans and specifications which have been approved by Owner in writing prior to the commencement of any construction, installation, modification, removal or replacement. **(Notwithstanding any provision herein to the contrary, Permitted Use does not include the placement of any towers upon the Site by Tenant.)**

To effect the purposes of this Lease, Owner hereby grants to Tenant access and non-exclusive easement rights as follows: (a) the right to place utility lines and related infrastructure within the existing utility easements on the Site and the right to such additional easements as are practical and necessary to facilitate the purposes of this Lease in such locations as are mutually acceptable to Owner and Tenant; (b) the right to enter and temporarily (not more than thirty (30) consecutive days) rest upon Owner's adjacent lands within the Site personal property for the purpose of installing, repairing, replacing and removing the leasehold improvements and any other personal property of Tenant upon the Leasehold Parcel and improving the utility easement, including the right to bring in and use all necessary tools and machinery **provided said presence shall not interfere with the occupancy and use of the Site by Owner or any of its current or subsequent tenants**; and (c) the right of pedestrian and vehicle ingress and egress to and from the Leasehold Parcel and utility easements via the Access Drive and any other access area previously approved by Owner in writing (the "Access Easement").

3. Term of Lease. The initial lease term will be five (5) years (the "Initial Term"), commencing on the ____ day of _____, 2008, (the "Commencement Date"). The Initial Term will terminate on the fifth annual anniversary of the Commencement Date.
4. Renewal. This Lease shall automatically renew and extend for up to four (4) additional terms of five (5) years each (each being a "Renewal Term"), upon a continuation of all the same provisions hereof. Each option for an extended term shall be deemed automatically exercised and binding upon the parties unless Tenant gives Owner written notice declaring Tenant's intention that such extended term not commence not less than ninety (90) days prior to the expiration of the term then present, whereupon, following such notice, this Lease shall terminate with the expiration of the term then present.
5. Rent. Tenant shall pay Rent to Owner in the amount of One Dollar (\$1) for the Initial Term and each Renewal Term.
6. Tenant's Personal Property. Owner acknowledges and agrees that all personal property, equipment, apparatus, fittings and trade fixtures installed or stored on the Leasehold Parcel by Tenant constitute personal property, not real property, and shall continue to be the personal and exclusive property of Tenant, including, without limitation, all telecommunication equipment, switches, cables, wiring and associated equipment or personal property placed upon the Leasehold Parcel by the Tenant (collectively "Tenant's Equipment."). Tenant's Equipment shall remain at all times the personal property of Tenant, and neither Owner nor any person claiming by, through or under Owner shall have any right, title or interest (including without limitation, a security interest) in Tenant's Equipment. Tenant, and Tenant's successors in interest, shall have the right to remove Tenant's Equipment at any time during the term of this Lease or its earlier termination

provided the Leasehold Parcel is returned to the condition in which it existed as of the Commencement Date, reasonable wear and tear excepted.

7. Tower Maintenance.

- a. Owner represents that it has the right and responsibility to repair and maintain the Tower. If the Tower is damaged for any reason, other than a negligent or wrongful act or omission of Tenant or its agents, employees, contractors or invitees, so as to render it substantially unusable for Tenant's intended use, rent shall abate for such period until Owner, at Owner's expense, restores the Tower to its condition prior to such damage; provided, however, in the event Owner fails to repair the Tower within thirty (30) days following the date of such damage, Tenant shall have the right to terminate this Lease by giving Owner written notice thereof, as long as Tenant has not resumed operations upon the Leasehold Parcel.
- b. Notwithstanding any provision herein to the contrary, Owner reserves the right to interrupt Tenant's operations on the Site from time to time, and for reasonable periods of time, in order to perform repairs or maintenance on the Tower, including, without limitation, the cleaning and painting of the exterior and interior surfaces of the Tower. Rent shall not abate during such periods of interruption and Owner shall have no liability to Tenant for any damages sustained by Tenant as a result of such interruption. Owner shall give Tenant at least ninety (90) days written notice prior to commencing normal maintenance. No prior written notice shall be required for repairs necessitated by sudden events.

8. Utilities. Owner shall be responsible for the utility services consumed by Tenant in its operations on the Site.
9. Taxes. Tenant shall pay any personal property taxes levied against Tenant's Equipment. The parties hereto acknowledge that all real estate taxes, if any, levied against the Site attributable to Tenant's use of the Site shall be the responsibility of the Owner.
10. Access. Tenant shall not have access to the Tower at any time without a representative of the Owner being present. Owner's emergency phone number is 712.328.9577.
11. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Leasehold Parcel and Tenant's operations thereupon.
12. Mutual Indemnification. Tenant shall indemnify and hold Owner harmless from and against any loss, damage, or injury, including reasonable costs and expenses of any kind or nature, including without limitation, attorneys' fees and

costs, consultants' fees and costs, and court costs, caused by, or on behalf of, or through the fault of the Tenant, its agents, employees, contractors or invitees, or resulting from the use of the Leasehold Parcel by the Tenant, its agents, employees, contractors or invitees or their presence at the Site. Owner shall indemnify and hold Tenant harmless from and against any loss, damage, or injury, including reasonable costs and expenses of any kind or nature, including without limitation, attorneys' fees and costs, consultants' fees and costs, and court costs, caused by, or on behalf of, or through the fault of the Owner, its agents, employees, contractors or invitees. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance insuring Tenant against liability for bodily injury, death or damage to personal property arising out of the activities contemplated under this Lease with combined single limits of One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate. In addition, Tenant shall maintain commercially reasonable insurance appropriate for the uses and activities contemplated under this Lease, including, but not limited to, the following: worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million Dollars (\$1,000,000), and automobile liability insurance against claims for bodily injury or property damage with combined single limits of One Million Dollars (\$1,000,000) which specifically covers all vehicles leased, owned or used by Tenant. Any policy required to be obtained hereunder shall be issued by insurers authorized to do business in the State of Iowa and shall name Owner as an additional insured. Each policy of insurance shall provide that no cancellation of the policy or any material reduction in coverage shall be effective against Owner until thirty (30) days after written notice thereof has been mailed to Owner at the address appearing herein. Certificates of insurance for such policies shall be delivered to Owner on the Commencement Date and annually thereafter.

Each party releases the other party from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policies (except for worker's compensation) which the releasor carries with respect to the Site or any interest or property therein or thereon (whether or not such insurance is required to be carried under this Lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder. The parties agree to use their best efforts to obtain the inclusion of such a provision in their respective insurance policies.

14. Interference. Tenant's facilities shall be installed and operated in a manner that does not cause interference with the existing operations of the Owner or its current tenants. Should such interference occur, Tenant shall diligently pursue a cure to remove or satisfactorily attenuate such interference. If the interference

cannot be eliminated within forty-eight (48) hours after receipt of written notice from Owner to Tenant, Tenant shall temporarily disconnect the electric power and shut down Tenant's equipment (except for intermittent operation for the purpose of testing after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference). Owner hereby covenants to use its best efforts to afford Tenant similar protection from interference which may be caused by the operation of tenants that begin occupying the Site subsequent to the Commencement Date.

15. Default. If Owner or Tenant fails to comply with any provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days (ten (10) days with respect to a default which may be cured solely by the payment of money) shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of default. The thirty (30) day grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. The failure of a party to cure the default within the applicable grace period shall be grounds for the non-defaulting party to immediately terminate this Lease without any penalty or further liability on the part of the non-defaulting party. This Article shall not apply in the case of interference, which instead shall require immediate and effective curative action.
16. Attorney Fees and Expenses. In the event of any litigation arising under this Lease, the non-prevailing party shall, upon demand, reimburse the prevailing party for all costs and expenses arising therefrom, including reasonable attorney's fees.
17. Quiet Enjoyment. Owner hereby covenants that Tenant shall have quiet and peaceful possession of the Leasehold Parcel throughout the duration of this Lease, and that Owner will not intentionally disturb Tenant's occupancy thereof as long as Tenant is not in default hereunder.
18. Assignment of Tenant's Interest. Tenant's interest under this Lease may not be assigned
19. Additional Leases. Notwithstanding any provision herein to the contrary, during the term of this Lease, as extended, Owner may lease any portion of the Site, other than the Leasehold Parcel, to any third party without the consent of the Tenant, provided Owner complies with the provisions of Section 14 above, and such third party recognizes all of the obligations under this lease.
20. Compliance with FCC Radio Frequency Emissions Requirements.
 - a. It shall be the responsibility of Tenant to ensure that Tenant's use, installation, or modification of Tenant's Equipment at the Site does not cause radio frequency exposure levels of all the existing equipment

located at the Site and in the surrounding vicinity (including the Tenant's Equipment, Owner's equipment, and all other transmitting equipment in the vicinity) to exceed those levels permitted by the Federal Communications Commission ("FCC"). Owner shall require other tenants installing equipment after the installation of the Tenant's Equipment to bear the same responsibility.

- b. Tenant agrees that in the event that there is any change to applicable rules, regulations, and procedures governing exposure to radio frequency radiation which place the Tower in non-compliance, Tenant will cooperate with Owner and other users of the Tower to bring the Tower into compliance, which cooperation shall include, but not be limited to, sharing pro rata the costs associated with bringing the Tower into compliance.
21. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Leasehold Parcel, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Leasehold Parcel and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. Further, Owner agrees to promptly have any mortgagee or trustee which has a mortgage or trust deed currently placed on the Leasehold Parcel execute a non-disturbance agreement in a form reasonably satisfactory to Tenant.
22. Aviation Hazard Marking. Owner agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration.
23. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's property from the Site and surrender the Leasehold Parcel to Owner in good condition consistent with the provisions of Section 8 above, reasonable wear and tear excepted. The parties agree that all of Tenant's property must be removed from the Site not later than the date of expiration or effective termination hereof.
24. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
25. Subletting. Tenant shall not have the right to sublease its rights under this Lease.
26. Notices. All notices, requests, claims, demands, waivers, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) when received if delivered in person or by facsimile and confirmed by mail, or (ii) when mailed by express mail delivery service or by registered or

certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

If to Owner: Board of Water Works Trustees
2000 North 25th Street
P.O. Box 309
Council Bluffs, IA 51503
Attn: General Manager

With copy to: Smith Peterson Law Firm
35 North Main, Suite 300
Council Bluffs, IA 51503
Attn: Lawrence J. Beckman

If to Tenant: City of Council Bluffs, Iowa
Attn: City Attorney
City Hall
Council Bluffs, IA 51503

or to such other address as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon thirty (30) days advance notice and receipt thereof)

27. Applicable Law. This Lease shall be governed by and construed in accordance with the internal substantive laws, and not the conflicts of law principles, of the State of Iowa.
28. Entire Agreement. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced.
29. Counterparts. This Lease and any amendments, waivers, consents, supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by telecopy or similar electronic medium shall be equally as effective as delivery of a manually executed counterpart of this Lease. Any party delivering an executed counterpart of this Lease by telecopy or similar electronic medium shall also deliver a manually executed counterpart of this Lease; provided that the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Lease.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

OWNER:

Board of Water Works Trustees of the City of Council Bluffs, Iowa

By: _____
Mark A. Genereux, Chairman

By: _____
Douglas P. Drummey, Secretary

TENANT:

City of Council Bluffs, Iowa

By: _____

Printed: _____

Title: _____

State of Iowa)
) ss.
County of Pottawattamie)

This instrument was acknowledged before me on the ____ day of _____, 2008, by (name) as (type of authority, e.g. officer, manager, member) of the City of Council Bluffs, Iowa.

Notary Public

My commission expires _____.

State of Iowa)
)ss
County of Pottawattamie)

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mark A. Genereux and Douglas P. Drummey to me personally known, and who, being by me duly sworn, did say that they are the Chairman and Secretary respectively, of the Board of Water Works Trustees of the City of Council Bluffs, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed and sealed on behalf of the Board of Water Works Trustees of the City of Council Bluffs, Iowa, by authority of said Board, as contained in Resolution Number _____ adopted and passed by said Board on the ____ day of _____, 2008, and that Mark A. Genereux and Douglas P. Drummey acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of said Board, by it voluntarily executed.

Notary Public

My commission expires _____.